

NOV 14 1997

AGREEMENT

This Agreement is entered into this 30<sup>th</sup> day of May, 1997 between LEON COUNTY, FLORIDA (hereafter "LEON COUNTY") and APALACHEE CENTER FOR HUMAN SERVICES, INC., (hereafter "APALACHEE") of East Tennessee Street, Tallahassee, Florida 32301.

WHEREAS, APALACHEE has for a number of years contracted with the Department of Health and Rehabilitative Services, Inc, for the provision of mental health services under Chapter 394, Florida Statutes; and

WHEREAS, Section 394.76, Florida Statutes, requires that state funds expended for mental health, alcohol and drug abuse services, subject to certain specified exemptions, be matched on a 75 to 25 state to local basis; and

WHEREAS, the local governing body is required to provide that amount of funds when added to other available local matching funds, is necessary to match state funds; and

WHEREAS, APALACHEE has identified certain funds raised and expended by it as matching funds which it agrees may be used by LEON COUNTY to reduce the amount of matching funds it is obligated to provide; and

WHEREAS, APALACHEE has at all relevant times asserted that such expenditures were an advancement against an obligation owed by LEON COUNTY and has further declared its intention to resort to litigation, if necessary, to force LEON COUNTY to reimburse it for such advancements and to provide matching funds for mental health, alcohol and drug abuse services in the future; and

WHEREAS, the current arrearage claimed by APALACHEE against LEON COUNTY is \$308,700.00 for the 1995-96 fiscal year, together with accrued interest, plus arrearage from October 1, 1996, through the present, which amounts to an additional \$154,350.00, plus interest and

WHEREAS, APALACHEE is desirous of preserving its long and harmonious relationship with LEON COUNTY.

NOW, THEREFORE, APALACHEE CENTER FOR HUMAN SERVICES, INC, and LEON COUNTY, FLORIDA, agree as follows:

(1.) That the APALACHEE will waive in the entirety its claim for reimbursement of matching funds for the 1995-96 fiscal year in the amount of \$308,700, plus accrued interest.

(2.) That APALACHEE will waive \$75,000 of its claim for reimbursement of matching funds for the 1996-97 fiscal year, thus reducing LEON COUNTY's matching funds for

the current year to \$233,700 to be paid to APALACHEE CENTER FOR HUMAN SERVICES, INC., in five (5) equal payments of \$46,750.00, commencing May \_\_, 1997, with additional payments due on the first day of each succeeding month until paid in full. *AKC*

(3.) Commencing October 1, 1997 though October 1, 1998, LEON COUNTY will provide APALACHEE with matching funds in the amount of \$308,700, plus the cost of living increase reflected in the Consumer Price Index for 1996, to be paid in twelve (12) successive monthly payments.

(4.) Commencing October 1, 1998, and each year thereafter through September 30, 2002, matching funds will be paid by LEON COUNTY to APALACHEE in the amount of the previous year's payment, plus any cost of living adjustments as indicated by the Consumer Price Index from the previous year. For example, matching funds owed by LEON COUNTY to APALACHEE for the 1997-98 fiscal year, assuming a 3% cost of living increase, would be 308,700.00, plus \$9,261.00. The base payment for the following year would be \$317,961.00, plus the cost of living increase. The base payment for the following year, would be the amount of the previous year's payment supplemented by the cost of living increase.

(5.) The parties agree to an audit at the election of the County. In the event of such a audit, the auditor will be selected and paid for by the County; however, the auditor must comply with generally accepted accounting principles (GAAP).

(6.) This agreement may be extended for five (5) additional years under the same terms and conditions set forth herein, subject to approval by the APALACHEE and LEON COUNTY.

(7.) Breach of this agreement by either party would entitle the other to pursue any and all remedies and to assert all defenses which would have been available to either in the absence of such agreement.

(8.) Nothing in this agreement is to be construed as establishing or creating a relationship of agency, partners or employment between the parties, or as constituting either party as the agent or representative of the other for any purpose. APALACHEE is not authorized to bring LEON COUNTY to any contracts or other obligations, and shall not expressly or impliedly represent to any party that APALACHEE and LEON COUNTY are partners or that APALACHEE is the agent or representative of LEON COUNTY.

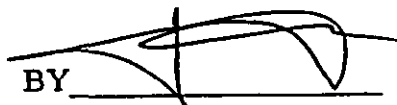
(9.) APALACHEE agrees to indemnify and hold harmless LEON COUNTY from all claims, damages liabilities, or suites of any nature arising out of, because of, or due to the breach of this agreement by the APALACHEE, its delegates, agents, employees, or due to any act or occurrence of the omission or commission of APALACHEE, included but not limited to costs and a reasonable attorney's fee. LEON COUNTY may at its sole option, defend itself or allow APALACHEE to provide the defense. APALACHEE acknowledges that Ten Dollars (\$10.00) of the amount to be paid to the APALACHEE is sufficient consideration for the APALACHEE indemnification of LEON COUNTY.

(10.) This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

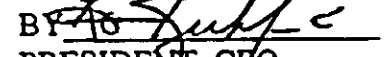
(11.) In accordance with Section 287.133, Florida Statutes, APALACHEE certifies that to the best of its knowledge that neither APALACHEE or its affiliates have been convicted of a public entity crime. Violation of this section by APALACHEE shall be grounds for cancellation of this agreement by LEON COUNTY.

(12.) The performance of LEON COUNTY of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by LEON COUNTY or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

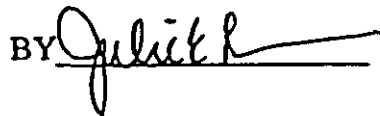
ATTESTED BY:

BY   
Secretary

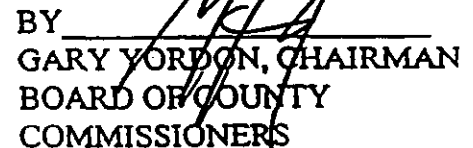
APALACHEE CENTER FOR  
HUMAN SERVICES, INC.,

BY   
PRESIDENT, CEO

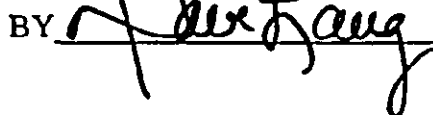
APPROVED AS TO FORM  
COUNTY ATTORNEY'S OFFICE

BY 

LEON COUNTY, FLORIDA

BY   
GARY YORDON, CHAIRMAN  
BOARD OF COUNTY  
COMMISSIONERS

ATTESTED BY:  
CLERK OF THE COURT

BY 



# COPY

Attachment # 2A  
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## EXTENSION TO AGREEMENT

This Agreement is entered into this 22<sup>nd</sup> day of October, 2003, by and between Leon County, Florida, a political subdivision of the State of Florida, hereinafter "County," and Apalachee Center for Human Services, hereinafter "Apalachee".

### WITNESSETH

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, County and Apalachee do hereby agree as follows:

1. County and Apalachee entered into an Agreement dated May 30, 1997, between County and Apalachee, which allows for changes to be made to the Agreement with prior written agreement signed by the parties thereto, the parties hereby agree to extend the Agreement to September 30, 2004 with option to renew for another agreed upon period.
2. Apalachee agrees to submit a report to include demographic data and the number of clients served, clients denied admission and reason for denial and referral information on a quarterly basis and to submit invoices monthly.
3. Apalachee agrees to comply with state statutes.
4. Apalachee agrees to seek other funding from other local governing bodies per the statute.
5. This agreement shall become effective upon full execution hereof by both parties.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this AGREEMENT by their duly authorized signatories.

**Apalachee Center for Human Services**

WITNESS: [Signature] By: [Signature]  
President

WITNESS: [Signature]

DATE: September 19, 2003

**Extension to Agreement between Leon County, Florida and Apalachee Center  
for Human Services**

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STATE OF: FLORIDA

COUNTY OF: LEON

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of  
SEPTEMBER, 2003.

By RONALD P. KIRKLAND, of APALACHEE CENTER, INC.  
(Name of officer or agent, title of officer or agent) (Name of Corporation acknowledging)

a FLORIDA corporation, on behalf of the corporation.  
(State or place of incorporation)

He/~~she~~ is personally known to me or has produced N/A (PERSONALLY KNOWN) as  
(type of identification)



Christine Ingle  
Signature of Notary

CHRISTINE INGLE  
Print, Type or Stamp Name of Notary

# DD 057497

COMMISSION Serial Number, If Any



LEON COUNTY, FLORIDA

BY: Jane H. Sauls, Vice Chairman  
Tony Grippa, Chairman  
Board of County Commissioners

DATE: 10/20/03

ATTEST:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

By: [Signature]

APPROVED AS TO FORM.  
LEON COUNTY ATTORNEY'S OFFICE

By: [Signature]  
Herbert W.A. Thiele, Esq.  
County Attorney